



May 02, 2022

Sent Via

Certified Mail - Return Receipt Requested

Regular Mail

Email: Bill.Sheffield@otcompliance.com

SBS Energy Services LLC; Explore Tools, LLC; William Bethea
Attention: William Sheffield
1598 Ochsner Blvd, Ste 100
Covington, LA 70433

Re: Acknowledgement of Claim and Reservation of Rights

Insured: SBS Energy Services LLC
Claimant: Ronnie Blanchard
File No.: 00028271
Insurer: Kinsale Insurance Company
Policy No: 0100158459-0 (Eff. 08/01/2021 – 08/01/2022)

Dear Mr. Sheffield:

Kinsale Insurance Company ("Kinsale") was recently provided with notice of the captioned incident by SBS Energy Services LLC ("SBS"). Essentially, based on the limited information we have at the moment, we understand an employee, Ronnie Blanchard, was in the course and scope of his employment with SBS when he fell off an oil-rig platform and died. SBS believes it might receive a claim from Sanare Energy Partners ("Sanare") under the Master Services Agreement.

The purpose of this letter is to advise you Kinsale agrees to handle this matter under a complete reservation of rights because there are significant questions regarding the existence of coverage. More specifically, Kinsale insured SBS under an Environmental Combined Liability Policy, not a Worker's Compensation and Employer's Liability policy for workplace accidents for fatal injuries to employees. For example, as detailed below, the policy includes an Amended Exclusion Employers Liability endorsement (Form EGY3001-0320), which bars coverage for "any claim, 'suit,' cost or expense arising out of 'bodily injury' to ... [a]ny employee of any insured arising out of and in the course of: (a)[e]mployment by any insured; or (b)[p]erforming duties related to the conduct of any insured's business[.]"

For all the reasons more fully explained below, please be advised Kinsale is handling this matter under a complete reservation of rights. We look forward to coordinating our investigation with SBS's Worker's Compensation and Employer's Liability insurer.

Kinsale Insurance Company
Claims Department
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EXHIBIT
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THE INCIDENT

On March 25, 2022, SBS was providing services to Sanare on an oil-rig platform in the Gulf of Mexico. While SBS was working on the pressure-containing component at the surface of an oil well, the wellhead toppled over causing an SBS employee, Ronnie Blanchard, to fall into the water and perish. Blanchard's body was recovered on March 26, 2022. To our knowledge, Blanchard's family has not made a demand or filed suit against any person or entity.

THE MASTER SERVICES AGREEMENT

SBS's work on the rig was pursuant to a Master Services Agreement ("MSA") with Sanare dated March 16, 2022. Among other things, the MSA includes the following provisions:

4. INDEMNITY

4.1 IN ORDER TO ELIMINATE CONTROVERSIES BETWEEN [SBS], [SANARE], AND THEIR RESPECTIVE INSURERS, [SBS] AND [SANARE] AGREE TO ALLOCATE BETWEEN THEMSELVES RESPONSIBILITY FOR CERTAIN CLAIMS, INVOLVING PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND/OR POLLUTION OR CONTAMINATION WHICH MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN THIS ARTICLE 4.

4.2 FOR THE PURPOSES OF INDEMNITY, THE FOLLOWING DEFINITIONS WILL APPLY:

4.2.1 "[SBS] GROUP" MEANS [SBS], ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES OR ENTITIES AND ITS SUBCONTRACTORS OF ANY TIER, AGENTS AND INVITEES, AND ANY OTHERS FOR WHOM ANY OF THE FOREGOING MAY BE ACTING (OTHER THAN MEMBERS OF COMPANY GROUP), INSURERS, AND THE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES (INCLUDING SPOUSES AND RELATIVES OF EMPLOYEES), SERVANTS, MANAGERS, AND MEMBERS OF ANY ONE OR MORE OF THE ABOVE NAMED OR DESCRIBED PARTIES.

4.2.2 "[SANARE] GROUP' IS DEFINED [SIMILARLY] HEREIN AT SECTION 3.1.

4.3 [SANARE] AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD [SBS] GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF [SBS] GROUP) FOR PROPERTY DAMAGE, INJURY TO OR ILLNESS OR DEATH OF ANY MEMBER OF [SANARE] GROUP, WHICH PROPERTY DAMAGE, INJURY, ILLNESS OR DEATH ARISES OUT OF OR IS INCIDENT TO THE WORK PERFORMED UNDER THIS AGREEMENT, AND REGARDLESS OF THE CAUSE OF SUCH PROPERTY DAMAGE, INJURY, ILLNESS OR DEATH, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, INDEMNITEES' NEGLIGENCE OR STRICT LIABILITY, OR OTHER LEGAL FAULT OF INDEMNITEES EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF CONTRACTOR GROUP. WITHOUT LIMITING [SBS'S] OBLIGATIONS IN SECTION 4.4 (BELOW), [SANARE] WILL PROTECT, DEFEND, INDEMNIFY AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS, DAMAGE OR DESTRUCTION OF [SBS] GROUP PROPERTY WHILE IN THE SOLE CARE, CONTROL OR CUSTODY OF [SANARE] GROUP, OR, CLAIMS FOR DAMAGE OR DESTRUCTION OF [SBS] GROUP PROPERTY ARISING DURING THE CONDUCT OF DRILLING, FISHING OR RECOVERY OPERATIONS. NOTWITHSTANDING THE FORGOING OR ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, [SANARE] SHALL NOT HAVE ANY OBLIGATION TO PROTECT, DEFEND, INDEMNIFY AND HOLD [SBS] GROUP

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HARMLESS FROM AND AGAINST ANY CLAIMS FOR PROPERTY DAMAGE, LOSS OR DESTRUCTION OF ANY MEMBER OF [SBS] GROUP TO THE EXTENT SUCH PROPERTY DAMAGE RESULTS FROM A PRE-EXISTING DEFECT IN SAID PROPERTY OR A FAILURE BY ANY MEMBER OF [SBS] GROUP TO PROPERLY MAINTAIN OR OPERATE SAID PROPERTY. [SANARE] SHALL FULLY DEFEND ANY SUCH CLAIM AT ITS SOLE EXPENSE, EVEN IF THE SAME IS GROUNDLESS.

4.4 [SBS] AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD [SANARE] GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF [SBS] GROUP), FOR PROPERTY DAMAGE, INJURY TO OR ILLNESS OR DEATH OF ANY MEMBER OF [SBS] GROUP, WHICH PROPERTY DAMAGE, INJURY, ILLNESS OR DEATH ARISES OUT OF OR IS INCIDENT TO THE WORK PERFORMED UNDER THIS AGREEMENT, AND REGARDLESS OF THE CAUSE OF SUCH INJURY, ILLNESS OR DEATH, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, INDEMNITEES' NEGLIGENCE OR STRICT LIABILITY, OR OTHER LEGAL FAULT OF INDEMNITEES EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF [SANARE]. [SBS] SHALL FULLY DEFEND ANY SUCH CLAIM AT ITS SOLE EXPENSE, EVEN IF THE SAME IS GROUNDLESS. ...

4.8 THE INDEMNITY OBLIGATIONS UNDERTAKEN IN THIS AGREEMENT SHALL BE SUPPORTED BY APPROPRIATE INSURANCES, PROVIDED HOWEVER THE INDEMNITY OBLIGATIONS SHALL NOT BE LIMITED BY THE TYPES OF AND AMOUNT OF INSURANCE COVERAGES OBTAINED.

SBS and Sanare agree to mutually indemnify each other for a range of claims, including those arising from the death of the other's employee. More specifically, SBS agreed to "defend, protect, indemnify and hold [Sanare] harmless from and against any and all claims (without limit and without regard to the cause or causes thereof, except to the extent caused by the gross negligence or wilful misconduct of [Sanare] group)" for "injury to ... or death of any member of [SBS] group" so long as the injury or death "arises out of or is incident to the work performed under [the] agreement." Likewise, Sanare agreed to "defend, protect, indemnify and hold [SBS] harmless from and against any and all claims (without limit and without regard to the cause or causes thereof, except to the extent caused by the gross negligence or wilful misconduct of [SBS] group)" for "injury to ... or death of any member of [SBS] group" so long as the injury or death "arises out of or is incident to the work performed under [the] agreement."

THE KINSALE POLICY

Kinsale issued an Environmental Combined Liability Policy to SBS, as the Named Insured, bearing Policy No. 0100158459-0 and effective from 08/01/2021 to 08/01/2022.¹ We encourage you to review the Policy in its entirety, but we highlight some of the important provisions for you below.

The Policy's Commercial General Liability Coverage Form (Form 0001 0413), provides in pertinent part as follows:

SECTION I – COVERAGE

1. Insuring Agreement

¹ Explore Tools LLC and William Bethea are also listed as Named Insureds.

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- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. ...

2. Exclusions

This Insurance does not apply to ...

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged. ...

The Policy also includes an Amended Exclusion – Employers Liability endorsement (Form EGY3001-0320) which provides in pertinent part as follows:

AMENDED EXCLUSION - EMPLOYERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions, Employer's Liability**, of this Policy is deleted and replaced with the following:

This insurance does not apply to any claim, "suit," cost or expense arising out of "bodily injury" to:

- (1)** Any employee of any insured arising out of and in the course of:
 - (a) Employment by any insured; or
 - (b) Performing duties related to the conduct of any insured's business; or
- (2)** The spouse, child, parent, brother, sister or relative of that employee as a consequence of Paragraph above.

This exclusion applies whether any insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

Wherever the word "employee" appears in this exclusion, it shall mean any member, associate, "leased worker", "temporary worker" or any person or persons loaned to or volunteering services to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

The Policy includes a Workers' Compensation and Similar Laws Exclusion (Form CAS3099-1110) which provides in pertinent part as follows:

EXCLUSION - WORKERS' COMPENSATION AND SIMILAR LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I- COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item **d.** is deleted and replaced with the following:

This insurance does not apply to:

d. Workers' Compensation And Similar Laws

Any obligation of any insured owed for worker's compensation, disability benefits or unemployment compensation benefits, including but not limited to any similar obligation owed by an employer under The United States Longshoreman and Harbor Workers' Compensation Act, or any similar state or federal law enacted to provide benefits to an employee.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

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The policy also includes a Marine Liability Exclusion (Form EGY3011-0410), which provides in pertinent part as follows:

EXCLUSION- MARINE LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury", including but not limited to any contractual liability that might be covered under any:

1. Hull, Protection & Indemnity Policy (P&I);
2. Marine Operator's Legal Liability Policy;
3. Charterer's Legal Liability Policy; or
4. Other similar marine insurance coverage on owned, operated, chartered or brokered watercraft.

This exclusion applies regardless of whether or not such insurance is collectable, has been purchased, is in force or its limits of insurance are available.

The policy also includes an Occupational Disease Exclusion (Form CAS3061-1110) which provides in pertinent part as follows:

EXCLUSION - OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusions are added to this policy:

This insurance does not apply to:

1. Any "bodily injury" to any insured's employee(s) arising from an "occupational disease(s)"; or
2. Any "bodily injury" to any person or any claims by any person that they sustained "bodily injury" or the fear of sustaining "bodily injury" arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

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The following is added to the **DEFINITIONS** section of this policy:

“Occupational disease(s)” means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured’s operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical or toxic agent or substance including any dust or fumes there from arising out of the insured’s operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

The Policy also includes a Medical Payments Exclusion (Form 0001 0413), which modified Coverage Section C of the policy and provides in pertinent part as follows:

EXCLUSION – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS and all references to it are deleted in their entirety and not replaced.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

The Policy also includes an Environmental Combined Liability Common Terms and Conditions form (Form ECPGEN0001 0619), which and provides in pertinent part as follows:

ENVIRONMENTAL COMBINED LIABILITY COMMON TERMS AND CONDITIONS

In consideration of payment of the premium, and subject to all the terms, conditions and limitations of this Policy, we agree with you as follows: ...

C. COMMON EXCLUSIONS

The Common Exclusions below apply to each and every Coverage Part of this Policy. If any provision in these Common Exclusions is inconsistent or conflicts with the terms or conditions of any Coverage Part, these Common Exclusions shall control. Additional Exclusions that are shown in a particular Coverage Part shall apply only to that particular Coverage Part and to no other Coverage Part. ...

Duty To Defend Exclusion

Where there is no coverage under this Policy, there is no duty to defend. ...

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RESERVATION OF RIGHTS

Please be advised that Kinsale is handling this matter under a complete reservation of rights.

Kinsale reserves its rights under the Amended Exclusion Employers Liability endorsement (Form EGY3001-0320), which provides that “[t]his insurance does not apply to any claim, ‘suit,’ cost or expense arising out of ‘bodily injury’ to ... [a]ny employee of any insured arising out of and in the course of: (a)[e]mployment by any insured; or (b)[p]erforming duties related to the conduct of any insured’s business[.]” The insurance further provides that it “applies whether any insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.” The exclusion also provides that “wherever the word ‘employee’ appears in [the] exclusion, it shall mean any member, associate, ‘leased worker,’ ‘temporary worker’ or any person or persons loaned to or volunteering services to you.” Here, SBS was rigging a wellhead as part of its business, and Blanchard was working as one of its employees. Accordingly, Kinsale reserves its rights.

Kinsale reserves its rights under the Workers’ Compensation and Similar Laws Exclusion (Form CAS3099-1110) which establishes the insurance does not apply to “[a]ny obligation of any insured owed for worker’s compensation, disability benefits or unemployment compensation benefits, including but not limited to any similar obligation owed by an employer under The United States Longshoreman and Harbor Workers’ Compensation Act, or any similar state or federal law enacted to provide benefits to an employee.” Accordingly, to the extent SBS is liable for worker’s compensation, disability benefits or unemployment compensation, Kinsale reserves its rights.

Kinsale reserves its rights under the Medical Payments Exclusion (Form 0001 0413), which deletes Coverage Section C of the policy, effectively excluding all coverage for any medical payments. Accordingly, Kinsale reserves its rights.

Kinsale reserves its rights under the Occupational Disease Exclusion (Form CAS3061-1110) which bars coverage for “[a]ny ‘bodily injury’ to any person ... arising out of any contact with, handling of ... or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured’s operations.” SBS is an Oil and Gas Well Servicing contractor and was rigging a wellhead on an oil-rig platform when the incident occurred. Kinsale reserves its rights.

Kinsale reserves its rights under the Marine Liability Exclusion (Form EGY3011-0410) which bars coverage for “any claim or ‘suit’ for ‘bodily injury,’ ‘property damage’ or ‘personal and advertising injury,’ including but not limited to any contractual liability that might be covered under any ... Hull, Protection & Indemnity Policy (P&I), Marine Operator’s Legal Liability Policy, Charterer’s Legal Liability Policy, or Other similar marine insurance coverage on owned, operated, chartered or brokered watercraft.” The exclusion further provides that it “applies regardless of whether or not such insurance is collectable, has been purchased, is in force or its limits of insurance are available.” Accordingly, to the extent that coverage is barred by any other marine insurance policies, Kinsale reserves its rights.

Kinsale also reserves its rights under the Exclusion b. of the Policy Commercial General Liability Coverage Form (Form 0001 0413) which bars coverage for “[b]odily injury’ or ‘property damage’ for which the

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insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.” To the extent that Sanare asserts a claim against SBS under the MSA, please be advised that Kinsale reserves its rights.

Kinsale reserves its rights under its Environmental Combined Liability Common Terms and Conditions form (Form ECPGEN0001 0619) which provides there is no duty to defend where there is no coverage. To the extent that no coverage is owed, Kinsale owes no duty to defend.

Finally, Kinsale reserves its rights to the extent coverage under the Kinsale policy, if any, is excess to other coverage available to SBS pursuant to the Policy’s “other insurance” provisions. If you have not done so already, we strongly encourage you to tender this to any insurer that might provide coverage to SBS Energy, including but not limited to Worker’s Compensation and Employer’s Liability. We look forward to coordinating our investigation with those insurers.

RIGHT TO AMEND

This letter is not a denial of coverage. At this time, Kinsale reserves all its rights and defenses under the Policy. Nothing in this letter should be construed as a waiver or surrender of the terms, limitations, exclusions, conditions or agreements of any policy. Nor should this letter be considered an exhaustive recitation of all the potential coverage issues or provisions of the Policy that might apply. Kinsale specifically reserves the right to amend, modify, supplement, or withdraw its positions in this letter.

By handling this matter subject to a complete reservation of rights, Kinsale does not waive or intend to waive the future right to modify this reservation or withdraw it altogether. Kinsale also reserves the right to institute a declaratory judgment action against SBS on the issue of coverage under the policies and seek reimbursement of all attorney’s fees and costs expended if there is a determination of no coverage. By accepting this reservation of rights, SBS acknowledges and accept its terms.

After you have reviewed this letter, if you have any questions or if you have any additional information that you feel is pertinent to our consideration, please immediately forward it to our attention. If you have any questions regarding Kinsale’s position in the matter, please do not hesitate to contact me.

Sincerely,



Finn Cox
Claims Counsel
Kinsale Insurance Company

Applicable in Louisiana

Any person who knowingly and with intent to defraud any insurance company or another person, files a

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statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties. In LA, insurance benefits may also be denied.

CC: U.S. Risk, LLC - Houston, TX
Attention: Cindy L Moudry
Sent via email: cindym@usrisk.com

USI Insurance Services
Attention: April Contreras
Sent via email: April.Contreras@usi.com

Daul Insurance
Attention: Cynthia Marque
Sent via email: Cindy@daulinsurance.com

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